



महाराष्ट्र शासन राजपत्र

भाग दोन-संकीर्ण सूचना व जाहिराती

वर्ष १०, अंक २७]

गुरुवार ते बुधवार, जुलै ४-१०, २०२४/आषाढ १३-१९, शके १९४६

[पृष्ठ १२ किंमत : रुपये १५.००

प्राधिकृत प्रकाशन

संकीर्ण सूचना व जाहिराती

महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादित

प्रस्तावित योजनांची अधिसूचना

No. MSETCL/CO/PS/Scheme-I/RE/PN/०४००१.—विद्युत कायदा, २००३ च्या कलम १६४ प्रमाणे व महाराष्ट्र शासनाच्या आदेश क्रमांक ०६/प्र.क्र.३१२/ऊर्जा/४, दिनांक २४ ऑगस्ट २००६ (शासकीय राजपत्र पान क्रमांक २८०) नुसार, महाराष्ट्र राज्य विद्युत पारेषण कंपनीस प्रदान केलेल्या अधिकारानुसार, खाली नमूद केल्याप्रमाणे अति उच्च दाब पारेषण योजनेचे काम महापारेषण कंपनीच्या देखरेखीखाली करण्याचे प्रस्तावित करित आहे. जनतेच्या माहितीकरिता ही अधिसूचना देण्यात येत आहे.

२. खालील योजना नूतनशील ऊर्जेचे निष्कासन करण्यासाठी आहे.

(१) धाराशीव व लातूर जिल्ह्यातील तुळजापूर, वाघदरी आणि परिसर, ता. तुळजापूर, लोहारा, धाराशीव, औसा येथे मे. श्री मारुती विण्ड पार्क डेव्हलपर्स यांच्या २५० मे.वॅ. पवन ऊर्जा प्रकल्पातील विजेचे निष्कासन करणेबाबत. (i) २२० के. व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्र ते २२० के. व्ही. विण्ड फार्म उपकेंद्रापर्यंत २२० के. व्ही. एकेरी परिपथ वाहिनी दुहेरी मनोऱ्यावर ओ. पी. जी. डब्ल्यू. सह उभारणे. - १५ कि.मी. सदर वाहिनीचा मार्ग कुंभारी, तोगराळी, कर्देहळळी, रामपूर, दिंडूर, तीर्थ, ता. दक्षिण सोलापूर व चपळगाव ता. अक्कलकोट, जि. सोलापूर येथील महसुली गावाच्या परिक्षेत्रातून प्रस्तावित आहे. (ii) २२० के.व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्रामध्ये २२० के. व्ही. वाहिनी बे उभारणे - १ नं. (iii) २२० के. व्ही. विण्ड फार्म उपकेंद्रामध्ये वाहिनी बे उभारणे - १ नं. (iv) पी.एल.सी.सी. व फोटे उपकरणे (v) २२० के. व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्रामध्ये स्काडा प्रणालीमध्ये बे इंटीग्रेट करणे. (vi) २२० के.व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्रामध्ये अस्तित्वात असलेल्या बस बार प्रणालीमध्ये बे इंटीग्रेट करणे. (vii) ए. बी. टी. मीटर व इतर संलग्न उपकरणे उभारणे. (viii) २२० के. व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्रामध्ये मीटरिंग सीटी व पीटी (मेन व चेक) उभारणे. (ix) स्थापत्य कामे: गॅट्री पायाभरणीचे बांधकाम आणि उपकरणाची पायाभरणी, मीटरिंग रूम. या योजनेचा अंदाजे खर्च रु.२०८८.६० लाख इतका आहे.

(२) हिंगोली जिल्ह्यातील पानकन्हेरगाव, दाताडा खुर्द आणि परिसर, ता. सेनगाव येथे मे. एनर्जीवो रिन्यूएबलस् एलएलपी यांच्या ५० मे.वॅ. सौर ऊर्जा प्रकल्पातील विजेचे निष्कासन करणेबाबत. (i) १३२ के. व्ही. सेनगाव उपकेंद्र ते १३२ के. व्ही. सोलर पार्क उपकेंद्रापर्यंत १३२ के. व्ही. एकेरी परिपथ वाहिनी दुहेरी मनोऱ्यावर ओ. पी. जी. डब्ल्यू. सह उभारणे. - ०.५ कि.मी. सदर वाहिनीचा मार्ग सापटगाव, सुकळी आणि कोळसा, ता. सेनगाव, जि. हिंगोली येथील महसुली गावाच्या परिक्षेत्रातून प्रस्तावित आहे. (ii) १३२/३३ के. व्ही. सेनगाव उपकेंद्रामध्ये १३२ के. व्ही. वाहिनी बे उभारणे - १ नं. (iii) १३२/३३ के. व्ही. सोलर पार्क उपकेंद्रामध्ये वाहिनी बे उभारणे - १ नं. (iv) पी. एल. सी. सी. व फोटे उपकरणे (v) १३२ के. व्ही. सेनगाव उपकेंद्रामध्ये स्काडा प्रणालीमध्ये बे इंटीग्रेट करणे. (vi) १३२/३३ के. व्ही. सेनगाव उपकेंद्रामध्ये अस्तित्वात असलेल्या बस बार प्रणालीमध्ये बे इंटीग्रेट करणे. (vii) ए. बी. टी. मीटर व इतर संलग्न उपकरणे

(१)

उभारणे. (viii) १३२/३३ के. व्ही. सेनगाव उपकेंद्रामध्ये मीटरिंग सीटी व पीटी (मेन व चेक) उभारणे. (ix) स्थापत्य कामे : गॅट्री पायाभरणीचे बांधकाम आणि उपकरणाची पायाभरणी, मीटरिंग रुम इत्यादी. या योजनेचा अंदाजे खर्च रु. ५६७.२६ लाख इतका आहे.

(३) लातूर जिल्ह्यातील घोनसी आणि धोंडवाडी, ता. जळकोट येथे मे. फेअरसन रिन्यूएबलस् प्रा. लि. यांच्या ८० मे.वॅ. सौर ऊर्जा प्रकल्पातील विजेचे निष्कासन करणेबाबत. (i) १३२ के. व्ही. जळकोट - उदगीर वाहिनीवर लिलो करून दुहेरी परिपथ वाहिनी दुहेरी मनोऱ्यावर १३२ के. व्ही. सोलार पार्क उपकेंद्रापर्यंत उभारणे ०.६ कि.मी. सदर वाहिनीचा मार्ग घोनसी, धोंडवाडी, ता. जळकोट, जि. लातूर येथील महसुली गावाच्या परिक्षेत्रातून प्रस्तावित आहे. (ii) १३२ के. व्ही. सोलार पार्क उपकेंद्रामध्ये १३२ के. व्ही. वाहिनी बे - २ नं. (iii) ओ. पी. जी. डब्ल्यू. ३२ कि.मी. (iv) पी. एल. सी. सी. व फोटे उपकरणे (v) १३२ के. व्ही. सोलार पार्क उपकेंद्रामध्ये मीटरिंग सीटी व पीटी (मेन व चेक) उभारणे. (vi) १३२ के. व्ही. सोलार पार्क उपकेंद्रामध्ये स्काडा प्रणाली बसविणे. (vii) ए. बी. टी. मीटर व इतर संलग्न उपकरणे उभारणे. (viii) १३२ के. व्ही. सोलार पार्क उपकेंद्रामध्ये बसबार प्रोटेक्शन बसविणे. (ix) स्थापत्य कामे : गॅट्री पायाभरणीचे बांधकाम आणि उपकरणाची पायाभरणी, केबल ट्रेंच, कंट्रोल रुम, मीटरिंग रुम इत्यादी. या योजनेचा अंदाजे खर्च रु. ११४३.२८ लाख इतका आहे.

(४) जळगाव जिल्ह्यातील गोंदखेड, ता. जामनेर येथे मे. लुसर्न सोलर प्रा. लि. यांच्या ५० मे.वॅ. सौर ऊर्जा प्रकल्पातील विजेचे निष्कासन करणेबाबत. (i) १३२ के. व्ही. सोलर पार्क उपकेंद्र ते महापारेषणचे २२०/१३२/३३ के. व्ही. केकतनिंभोरा उपकेंद्रापर्यंत एकेरी परिपथ वाहिनी दुहेरी मनोऱ्यावर उभारणे - १.५ कि.मी. सदर वाहिनीचा मार्ग गोंदखेड, केकतनिंभोरा, ता. जामनेर, जि. जळगाव येथील महसुली गावाच्या परिक्षेत्रातून प्रस्तावित आहे. (ii) २२०/१३२/३३ के. व्ही. केकतनिंभोरा उपकेंद्रामध्ये १३२ के. व्ही. वाहिनी बे बस एक्स्टेंशनसह - १ नं. (मीटरिंग सीटी पीटी - मेन व चेक) (iii) १३२ के. व्ही. सोलर पार्क उपकेंद्रामध्ये १३२ के. व्ही. वाहिनी बे - १ नं. (iv) २२०/१३२/३३ के. व्ही. केकतनिंभोरा उपकेंद्राच्या अस्तित्वात असलेल्या स्काडा प्रणाली व बसबार प्रोटेक्शन योजनेच्या बे चे एकत्रिकरण करणे. (v) ओ.पी.जी. डब्ल्यू. १.५ कि.मी. (vi) पी. एल. सी. सी. व फोटे उपकरणे. (vii) ए. बी. टी. मीटर व इतर संलग्न उपकरणे उभारणे. (viii) स्थापत्य कामे : २२०/१३२/३३ के. व्ही. केकतनिंभोरा उपकेंद्रामध्ये गॅट्री आणि उपकरणाची पायाभरणी, मीटरिंग रुम बांधकाम आणि १३२ के. व्ही. सोलर पार्क उपकेंद्रामध्ये गॅट्री आणि उपकरणाची पायाभरणी करणे. या योजनेचा अंदाजे खर्च रु. ५५३.३१ लाख इतका आहे.

३. परवानेधारक अगर हितसंबंध असलेल्या व्यक्तीने हवे असल्यास, ही सूचना प्रसिध्द केलेल्या तारखेपासून दोन महिन्यांच्या आत महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादितच्या विचाराकरिता पारेषण कंपनीस प्रतिवेदने पाठवावीत, अशी त्यांना अधिसूचना देण्यात येत आहे. याबाबतची अधिक माहिती मुख्य अभियंता (प्रकल्प योजना), महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादित, ३ रा मजला, प्रकाशगंगा, प्लॉट नं. सी-१९, बांद्रा-कुर्ला संकुल, बांद्रा (पूर्व), मुंबई ४०० ०५१ यांचेशी वेळीच संपर्क साधून मिळू शकते.

मुंबई,
दिनांक २१ जून २०२४.

(सही)/-
संचालक (प्रकल्प) (प्रभारी),
महापारेषण, मुंबई.

NATIONAL BACKWARD KRUSHI VIDYAPEETH, SOLAPUR

CORRIGENDUM

Ref No. 79/2024

dated 28th June 2024.

In pursuance of clause (3) of article 348 of the Constitution of India, the following translation in English Ministry of Law and Justice (Legal Department) Extraordinary General A Law Information National Institute of Food Technology, Entrepreneurship and Management Act, 2021.

The following Act of Parliament received the assent of the President on 30th July 2021 and is hereby publish for general information and relating or incidental to Anurag Agricultural Education Research Institute, Solapur (Buddhist Trust of India) Reference - Joint Secretary, Appellated University Grants Commission Letter No. F.9-14/2019 (CPP-I/PU) dt. Pursuant to the letter dated 7th February 2020, the National Backward Krushi University, Solapur Eligibility (Correct) has been implemented on 27 June 2024 in the name of Institution of National Importance and should be published in the Weekly *Gazette* of Hon'ble Government of Maharashtra.

By order and in the name of the Board of Governor.

PRESIDENT,
Board of Governors,
National Backward Krushi Vidyapeeth,
Solapur (Maharashtra).

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,
गुरुवार ते बुधवार, जुलै ४-१०, २०२४/आषाढ १३-१९, शके १९४६

**सार्वजनिक न्यास नोंदणी कार्यालय, लातूर विभाग, लातूर
चौकशीची जाहीर नोटीस**

जा.क्र.सधआ/१७०८/२०२४.

चौकशी अर्ज क्रमांक - ४७४/२०२३ कलम-७९ अ अ

**सार्वजनिक न्यासाचे नाव-शामलाल मेमोरियल एज्युकेशन सोसायटी, उदगीर ता. उदगीर, जि. लातूर
नोंदणी क्रमांक एफ २३/लातूर.**

अर्जदार - श्री. विक्रम निळकंठराव संकाये

सर्व नागरिकांना या जाहीर नोटीसीद्वारे कळविण्यात येते की, मा. धर्मादाय उप आयुक्त, लातूर विभाग, लातूर यांचे कार्यालयात महाराष्ट्र सार्वजनिक विश्वस्त व्यवस्था अधिनियम, १९५० चे कलम ७९ अ अ प्रमाणे श्री. विक्रम निळकंठराव संकाये यांनी न्यासाचे परिशिष्ट एक पुनर्लिखित करण्याकरिता अर्ज सादर केलेला आहे.

सर्व नागरिकांना या जाहीर नोटीसीद्वारे कळविण्यात येते की, मा. धर्मादाय उप आयुक्त, लातूर विभाग, लातूर हे वर नमुद केलेल्या न्यासाचे संबंधी व वर नमुद केलेल्या अभिलेख्या संबंधी महाराष्ट्र सार्वजनिक विश्वस्त व्यवस्था अधिनियम, १९५० चे कलम ७९ अ अ अन्वये परिशिष्ट एक पुनर्लिखित करणेकामी चौकशी करित आहेत. तरी सदर जाहीरात प्रसिद्ध केल्यापासून ३० दिवसाच्या आत या कार्यालयात अर्जदाराने सादर केलेल्या रेकॉर्डचे निरीक्षण करून व त्या कागदपत्रांना हरकत असल्यास त्यांनी त्यांचेकडे असलेल्या योग्य त्या कागदपत्रासह लेखी आक्षेप नोंदवावा. सदर तारखेनंतर प्राप्त झालेल्या हरकती/आक्षेप विचारात घेतले जाणार नाहीत.

ही नोटीस माझे सहीनिशी व मा. धर्मादाय उप आयुक्त, लातूर विभाग, लातूर यांचे शिक्क्यानिशी आज दिनांक २६ जून २०२४ रोजी दिली.

(सही)

अधिक्षक,

सार्वजनिक न्यास नोंदणी कार्यालय,
लातूर विभाग, लातूर.

Serial No. M-245

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

Registered Office : Exchange Plaza, Plot No. C-1, Block G, Bandra-Kurla Complex,
Bandra (East), Mumbai 400 051.

As per the requirements of Rule 18 of Securities Contracts (Regulations) Rules, 1957, the proposed amendments to the Byelaws of the National Stock Exchange of India Limited (NSEIL) as given hereunder are published for criticism in accordance with the provisions of Section 23 of General Clauses Act, 1897 in the Gazette of State of Maharashtra. Any person having any observations on the proposed amendments to Byelaws can send the same in writing to the undersigned at Gen_gaztpublication@nse.co.in or at Exchange Plaza, Sixth Floor, 'A' wing, Plot C-1, Block G, Bandra – Kurla Complex, Bandra (East), Mumbai 400 051, within fifteen days from the date of this publication in the Gazette. The observations received after the aforementioned period will not be considered when the proposed amendments will be taken for consideration.

1. In Definitions, definition 7A shall be inserted as:

“(7A) “Member and Core Settlement Guarantee Fund Committee” is a statutory committee of the Exchange constituted to carry out functions as may be specified by the Relevant Authority from time to time.”

2. In Chapter XII of the NSE Byelaw, Byelaw 1(e) and 1(f) shall be modified as:

“(1)

(e) if he fails to pay or deliver to the Member and Core Settlement Guarantee Fund Committee all monies, securities and other assets due to a trading member who has been declared a defaulter within such time of the declaration of default of such trading member as the relevant authority may direct; or

(f) if he fails to abide by the dispute resolution mechanism as laid down under the Bye Laws, Rules and Regulations; or.....”

3. In Chapter XII of the NSE Byelaw, Byelaw 9 shall be modified as:

“Defaulter to give Information

(9) The defaulter shall submit to the Member and Core Settlement Guarantee Fund Committee such statement of accounts, information and particulars of his affairs as the Member and Core Settlement Guarantee Fund Committee may from time to time require and if so desired shall appear before the Committee at its meetings held in connection with its default.”

4. In Chapter XII of the NSE Byelaw, Byelaw 10 shall be modified as:

“Inquiry

(10) The Member and Core Settlement Guarantee Fund Committee shall enter into a strict inquiry into the accounts and dealings of the defaulter in the market and shall report to the relevant authority anything improper, unbusiness like or unbecoming a trading member in connection therewith which may come to its knowledge”

5. In Chapter XII of the NSE Byelaw, Byelaw 11 shall be modified as:

“Vesting of assets in the Exchange

The Member and Core Settlement Guarantee Fund Committee shall call in and realise the security deposits in any form, margin money, other amounts lying to the credit of and securities deposited by the defaulter and recover all moneys, securities and other assets due as may be defined/ prescribed by the Relevant Authority from time to time, payable or deliverable to the defaulter by any other Trading Member in respect of any transaction or dealing made subject to the Bye-laws, Rules and Regulations of the Exchange and such assets shall vest ipso facto, on declaration of any trading member as a defaulter, in the Exchange for the benefit of and on account of any dues of the
भाग दोन (संकीर्ण)–२

Exchange, NCL, Securities and Exchange Board of India, other trading members, Constituents and registered authorized persons of the defaulter, approved banks and any other persons as may be approved by the Member and Core Settlement Guarantee Fund Committee and other recognized stock exchanges.:"

6. In Chapter XII of the NSE Byelaw, Byelaw 14(b) shall be modified as:

"Closing-out

(14) (b) Differences arising from the above adjustments of closing out shall be claimed from the defaulter or paid to the Member and Core Settlement Guarantee Fund Committee for the benefit of creditor trading members of the defaulter."

7. In Chapter XII of the NSE Byelaw, Byelaw 19 shall be modified as:

"Accounts of Member and Core Settlement Guarantee Fund Committee

(19) The Member and Core Settlement Guarantee Fund Committee shall keep a separate account in respect of all monies, securities and other assets payable to a defaulter which are received by him and shall defray therefrom all costs, charges and expenses incurred in or about the collection of such assets or in or about any proceedings it takes in connection with the default."

8. In Chapter XII of the NSE Byelaw, Byelaw 20 shall be modified as:

"Report

(20) The Member and Core Settlement Guarantee Fund Committee shall every six months present a report to the relevant authority relating to the affairs of a defaulter and shall show the assets realised, the liabilities discharged and dividends given."

9. In Chapter XII of the NSE Byelaw, Byelaw 21 shall be modified as:

"Inspection of Accounts

(21) All accounts kept by the Member and Core Settlement Guarantee Fund Committee in accordance with these Bye Laws, Rules and Regulations shall be open to inspection by any creditor trading member."

10. In Chapter XII of the NSE Byelaw, Byelaw 22 shall be modified as:

"Scale of Charges

(22) The charges to be paid to the Exchange on the amounts transferred to the Member and Core Settlement Guarantee Fund Committee account shall be such sum as the relevant authority may from time to time prescribe."

11. In Chapter XII of the NSE Byelaw, Byelaw 23 shall be substituted as:

"Application of Assets

(23) The Member and Core Settlement Guarantee Fund Committee shall apply the net assets, including those under bond or guarantee on behalf of the Trading Member by its promoters, directors or key managerial personnel, as the case may be, remaining in its hands after defraying all such costs, charges and expenses as are allowed under the Rules, Bye- laws and Regulations to be incurred by the Exchange, in satisfying the claims in the order of priority provided hereunder:-

(a) Constituents of the defaulting member

The payments as may be admitted by the Member and Core Settlement Guarantee Fund Committee, as being due to Constituents of the defaulter for debts, liabilities, obligations and claims arising out of any contracts made by the defaulter subject to the Rules, Byelaws and Regulations of the Exchange, shall, if the amount is insufficient, be distributed pro rata amongst all the Constituents of the defaulter.

12. In Chapter XII of the NSE Byelaw, Byelaw 24 shall be substituted as:

"Certain claims not to be entertained

(24) The Member and Core Settlement Guarantee Fund Committee shall not entertain any claim against a defaulter :

(a) which arises out of a contract in securities dealings in which are not permitted or which are not made subject to Bye Laws, Rules and Regulations of the Exchange or in which the claimant has either not paid himself or colluded with the defaulter in evasion of margin payable on bargains in any security;

(b) which arises from any arrangement for settlement of claims in lieu of bona fide money payment in full on the day when such claims become due;

(c) which is in respect of a loan with or without security;

(d) which is not filed with the Member and Core Settlement Guarantee Fund Committee within such time of date of declaration of default as maybe prescribed by the Relevant Authority.

(e) Claims of associate persons

(f) claims arising out of speculative transactions

(g) Claims not supported by adequate documents in respect of payments made to / received from trading member and also securities delivered / received, etc.

(h) Claims for trades that are not executed on Exchange.

(i) Claims of investors whose unique client code are not registered with Exchange.

(j) Claim for damages / harassment / miscellaneous charges

(k) Claim for the interest on the amount claimed

(l) Loss emanated from delayed delivery of securities.

(m) Subscription / redemption of units under MFSS (Mutual Fund Service System) platform, trades executed on SLB (Securities Lending and Borrowing).

(n) Sham, non-genuine and collusive transactions.

(o) Claims lodged by Authorized Persons for return of security deposit/ refund of brokerage/ commission.

(p) Claims lodged by persons associated with the defaulter against whom disciplinary action has been taken by the regulator/relevant authority vide their orders

(q) Any transactions/trades (pertaining to the securities market) which are forbidden by any Act, Rules, Regulations, Notifications, Circulars or Directions having statutory force shall not be eligible for relief from the Investor Protection Fund of the Exchange including but not limited to transactions/trades that are done in/ through the account of a deceased client after his/ her death.

(r) Any other criteria/ condition, which in the opinion of the Member and Core Settlement Guarantee Fund Committee renders the claim as ineligible, based on the facts of the case.

13. In Chapter XII of the NSE Byelaw, Byelaw 25 shall be modified as:

"Claims against Defaulting Representative trading member

(25) The Member Core Settlement Guarantee Fund Committee shall entertain the claim of a trading member against a defaulter in respect of loss incurred by it by reason of the failure of the constituents introduced by such defaulter to fulfill their obligations arising out of dealings which are permitted on the Exchange and made subject to the Bye Laws, Rules and Regulations of the Exchange provided the defaulter was duly registered as a representative trading member working with such creditor member."

14. In Chapter XII of the NSE Byelaw, Byelaw 26 shall be modified as:

"Claims of Member and Core Settlement Guarantee Fund Committee

(26) A claim of a defaulter whose estate is represented by the Member and Core Settlement Guarantee Fund Committee against another defaulter shall not have any priority over the claims of other creditor members but shall rank with other claims as provided in Byelaw 23 above."

15. In Chapter XII of the NSE Byelaw, Byelaw 28 shall be modified as:

"Proceedings in the Name of or against the defaulter

(28) The Member and Core Settlement Guarantee Fund Committee shall be empowered to (a) initiate any proceedings in a court of law either in the name of the Exchange or in the name of the defaulter against any person for the purpose of recovering any amounts due to the defaulter (b) to initiate any proceedings in a court of law either in the name of the Exchange or in the name of the creditors (who have become creditors of the defaulter as a result of transactions executed subject to Byelaws, Rules and Regulations of the Exchange) of the defaulter against the defaulter for the purpose of recovering any amounts due from the defaulter. The defaulter as well as the creditors of the defaulter shall be deemed to have appointed the Exchange as their constituted attorney for the purpose of taking such proceedings."

16. In Chapter XII of the NSE Byelaw, Byelaw 29 shall be modified as:

"Payment of Member and Core Settlement Guarantee Fund Committee

(29) If any trading member takes any proceedings in a court of law against a defaulter whether during the period of its default or subsequent to its re-admission to enforce any claim against the defaulter's estate arising out of any transaction or dealing in the market made subject to the Bye Laws, Rules and Regulations of the Exchange before it was declared a defaulter and obtains a decree and recovers any sum of money thereon it shall pay such amount or any portion thereof as may be fixed by the relevant authority to the Member and Core Settlement Guarantee Fund Committee for the benefit and on account of the creditor members having claims against such defaulter."

17. In Chapter XII of the NSE Byelaw, Byelaw 30 shall be modified as:

"(30) The Member and Core Settlement Guarantee Fund Committee for the purpose of this Chapter shall be a Committee as may be constituted by the Board of Directors from time to time. The composition of Member and Core Settlement Guarantee Fund Committee shall be such as maybe prescribed by SEBI from time to time."

18. In Chapter XIII of the NSE Byelaw, Byelaw 3 shall be modified as:

"(3) The amount that may be paid under this Part to a claimant shall not exceed such amount as may be decided by the Trust from time to time. The Trust shall disburse the compensation to the claimants as and when claims have been crystallised against the defaulter and admitted for payment by the Trust based on the recommendations, if any, of the Member and Core Settlement Guarantee Fund Committee and such compensation shall not be more than the maximum amount fixed by the Exchange for a single claim."

19. In Chapter XIII of the NSE Byelaw, Byelaw 4 shall be substituted as:

"(4) With regard to Chapter XI of these Bye Laws, the Trust shall have the power to utilise amounts out of the IPF, subject to maximum permissible limits for each Constituent, as stipulated by the Relevant Authority from time to time, including the below:

(i) In cases where the Trading Member informs the Exchange of his intention to pursue arbitration against the order of the GRC in favour of the Constituent, within 7 days from the date of signing of GRC order, and the admissible claim value is not more than Rupees Twenty Lakhs, then 50% of the admissible claim value or Rs. 2.00 lakhs, whichever is less, shall be released to the Constituent from IPF of the Exchange.

(ii) In case the arbitration award is in favour of the Constituent in the matter as mentioned in clause (i) above or Arbitration award in favour of the constituent is not more than Rupees Twenty Lakhs in the matter directly filed for arbitration and the Member conveys his intention of preferring appeal against such arbitral award within 7 days from the date of receipt of the award, then 50% of the award amount or Rs. 3.00 lakhs, whichever is less will be released to the constituent from IPF of the Exchange. The amount released shall exclude the amount already released to the constituent at clause (i) above.

(iii) In case the appellate arbitration award is in favour of the constituent and the trading member conveys his intention of filing petition in court to set aside the Appellate arbitration award u/s 34 of the Arbitration and Conciliation Act, 1996 within 7 days from the receipt of the Appellate Arbitration Award, then 75% of the amount determined in the appellate arbitration award or Rs. 5.00 lakhs (Rs. Five Lakhs), whichever is less will be released to the Constituent from IPF of the Exchange. The amount released shall exclude the amount already released to the constituent at clause (i) and (ii) above.

(iv) If it is observed that there is an attempt by Constituent either individually or through collusion with Trading Member(s) or with any other stakeholders, to misuse the clauses (i) to (iv) above, then without prejudice to the powers of SEBI to take action, appropriate action in this regard shall be taken against any such person, by the Relevant Authority, including disqualification of the person so involved from henceforth accessing the benefits of these provisions.

(v) The amount released to the Constituent from IPF as per the admissible claim will be replenished back to IPF from the deposit or collaterals or any other amounts, including the blocked amount of the Trading Member available with the Exchange/NCL and the balance will be paid to the Constituent in the following cases:

(a) The Trading Member informs the Exchange, within 7 days from the date of signing of GRC directions ascertaining the admissible claim amount, his intention to refer the matter to arbitration and fails to refer the matter to arbitration within the prescribed time limit i.e. three years.

(b) The Trading Member fails to inform the Exchange his intention to prefer an appeal before Appellate Arbitrators of the Exchange or court or intention to make a request u/s 33 of Arbitration and Conciliation Act, 1996 for rectification or correction of award, against the arbitral award, within 7 days from the date of receipt of award.

(c) The Trading Member informs the Exchange his intention to prefer an appeal before Appellate Arbitrators of the Exchange or court but fails to prefer the same within prescribed time limit (one month from date of receipt of award in case of appellate arbitration and three months from date of receipt of award, in case of petition in court).

For cases where request is made under Section 33 of Arbitration and Conciliation Act, 1996 for clarification or rectification of award, the one month period in case of appeal and three months period in case of petition mentioned above will be from the date of receipt of the order passed by arbitrator u/s 33 applications by the Trading Member.

(d) The matter is decided in favour of the constituent after conclusion of arbitration or appellate arbitration or court proceedings and the Trading Member decides not to pursue the matter further.

(vi) In case Constituent loses at any stage of the proceedings and decides not to pursue the matter further, then the Constituent shall refund the amount released from IPF, back to the IPF of the Exchange. In case the Constituent fails to make good the amount released out of IPF then the Constituent (based on the PAN of the Constituent) shall not be allowed to trade on any of the Exchanges till such time the Constituent refunds the amount to IPF. Further, the securities lying in the demat account(s) of the Constituent shall be frozen till such time as the Constituent refunds the amount to the IPF.

(vii) The Exchange may be empowered to initiate any proceedings in a court of law for the purpose of recovering any amounts due to the IPF, against such Constituent who fails to make good the amount released to him out of IPF as mentioned in clause (vii) above."

20. In Chapter XIII of the NSE Byelaw, after Byelaw 4, the new Byelaw 5 shall be inserted as:

"(5) The Trust shall utilise the interest and income earned on the IPF in accordance with the terms prescribed by Relevant Authority from time to time."

21. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 5 shall now become Byelaw 6 and shall be modified as:

"(6) Notwithstanding anything contained in clause (5) above, the Trust shall have the power to utilise the interest and income earned on the corpus of the IPF for meeting expenses or claims relating to services provided to investors, up to the limits as stipulated by the Relevant Authority from time to time."

22. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 6 shall now become Byelaw 7 and shall be modified as:

"(7) Notwithstanding anything contained in any other Byelaw, the Trust shall have the power to utilise the interest income earned on the investments made out of IPF, either in part or

whole, for educating investors, creating awareness among the investor community at large and for any research connected therewith or incidental thereto, up to the limits as stipulated by the Relevant Authority from time to time."

23. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 7 shall now become Byelaw 8

24. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 8 shall now become Byelaw 9

25. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 9 shall become Byelaw 10 and shall be modified as:

"(10) Any claim received after three years from the date of the expiry of the specified period may be dealt with as a civil dispute. The Exchange shall process the claims in accordance with procedures as may be laid down by Member and Core Settlement Guarantee Fund Committee and if the assets of the defaulter are insufficient to meet the approved claims, it shall forward the claims along with the recommendations of the Member and Core Settlement Guarantee Fund Committee to the Trust. However, the Trust need not wait for the realization of the assets of the defaulter before the disbursement towards claims."

26. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 10 shall now become Byelaw 11.

27. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 11 shall now become Byelaw 12.

28. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 12 shall now become Byelaw 13.

29. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 13 shall now become Byelaw 14.

30. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 14 shall now become Byelaw 15.

31. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 15 shall now become Byelaw 16.

32. In Chapter XIII of the NSE Byelaw, after Byelaw16 the new Byelaw17 shall be inserted as:

"(17) Reviews against the processing of claims can be filed by the claimant with the Member and Core Settlement Guarantee Fund Committee within the timelines prescribed in this regard by the Relevant Authority from time to time."

33. In Chapter XIII of the NSE Byelaw, afterByelaw17 the newByelaw18 shall be inserted as:

"(18) Reviews against the outcome of the process in clause (17) above can be filed by the claimantwith the committee of Public Interest Directors in accordance with and within the timelines prescribed in the circulars issued by the Exchange inthis regard from time to time."

34. In Chapter XIII of the NSE Byelaws, the erstwhile Byelaw 16 shall now become Byelaw 19.

35. In Chapter XIII of the NSE Byelaws, the erstwhile Byelaw 17 shall nowbecome Byelaw 20.

36. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 19 shall now become Byelaw 21.

37. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 18 shall now become Byelaw 22 and shall be modified as:

"(22) The IPF to be held in trust as aforesaid and shall vest with the Trust which shall administer the same. The supervision of the utilisation of the corpus of the IPF and interest or income from the IPF shall rest with the Trust. The IPF shall be well segregated and shall be immune from any liabilities of the Exchange."

38. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 20 shall now become Byelaw 23 and is modified as:

"(23) The Trust may seek the advice of the Member and Core Settlement Guarantee Fund Committee as to the eligibility or otherwise of individual claims of investors."

39. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 21 shall now become Byelaw 24.

40. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 22 shall now become Byelaw 25.

41. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 23 shall now become Byelaw 26.

42. In Chapter XIII of the NSE Byelaw, the erstwhile Byelaw 24 shall now become Byelaw 27 and shall be modified as:

"Investor Service Fund

(27) The Exchange shall set up an Investor Service Fund (ISF) in accordance with the terms and conditions prescribed by SEBI from time to time. The ISF will be overseen by the Regulatory Oversight Committee, and the corpus and any interest generated on the same shall be utilised in the manner as prescribed by SEBI from time to time."

For National Stock Exchange of India Limited,

HARSHA UIKEY,
Authorized Signatory.

Serial No. M-246

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

CIN : U67120MH1992PLC069769

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Pursuant to the provisions of Section 23 of General Clauses Act, 1897 read with the applicable provisions of Securities Contracts (Regulations) Rules, 1957, if any, the proposed amendments to the Memorandum of Association of the National Stock Exchange of India Limited (NSE) as given hereunder are published for objection/suggestion/criticism, if any, from persons likely to be affected, in the *Gazette* of State of Maharashtra. Any person having any objection/suggestion/criticism on the proposed amendments to Memorandum of Association can send the same in writing to the kind attention of the Secretarial Department of NSE at Exchange Plaza, Sixth Floor, 'A' Wing, Plot C-1, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051, within fifteen days from the date of this publication in the *Gazette* of State of Maharashtra. The objection/suggestion/criticism received after the aforementioned date will not be considered when the proposed amendments will be taken for consideration.

Clause V of the Memorandum of Association of NSE shall be amended by substituting with the following revised clause:

"V. The Authorized Share Capital of the Company is Rs. 500,00,00,000/- (Rupees Five Hundred Crores only) divided into 500,00,00,000 (Five Hundred Crores) equity shares of Re. 1/- (Rupee One only) each, with power to increase and reduce the capital of the Company."

For National Stock Exchange of India Limited,

PRAJAKTA POWLE,
Interim Company Secretary.
ACS - 20135.